

STATE OF MICHIGAN  
COURT OF APPEALS

---

COTRENA CHAMBLISS and ELIZABETH  
MARRIWEATHER,

UNPUBLISHED  
July 21, 2015

Plaintiffs-Appellants,

V

No. 322300  
Oakland Circuit Court  
LC No. 2013-137313-CH

WELLS FARGO BANK, NA,

Defendant,

and

TRADEWINDS DEVELOPMENT GROUP, LLC,

Defendant-Appellee.

---

Before: WILDER, P.J., and SHAPIRO and RONAYNE KRAUSE, JJ.

PER CURIAM.

Plaintiffs, Cotrena Chambliss and Elizabeth Marriweather, appeal as of right the trial court's order granting in part and denying in part the motion filed by defendant Tradewinds Development Group, LLC, ("Tradewinds") for costs and sanctions.<sup>1</sup> We affirm.

In 2005, plaintiffs obtained a loan to purchase a home from Decision One Mortgage Company, LLC, which was secured by a mortgage in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"). MERS subsequently assigned the mortgage to defendant Wells Fargo Bank, NA ("Wells Fargo"). After plaintiffs defaulted on their mortgage, Wells Fargo purchased

---

<sup>1</sup> This Court previously dismissed plaintiffs' claim of appeal arising from the trial court's April 17, 2014 order granting summary disposition in favor of both defendant Tradewinds and defendant Wells Fargo Bank, NA ("Wells Fargo"). *Chambliss v Wells Fargo Bank NA*, unpublished order of the Court of Appeals, entered August 28, 2014 (Docket No. 322300). Because the trial court's May 1, 2014 order granting in part and denying in part Tradewinds' motion for costs and sanctions is the only order at issue in this appeal, Wells Fargo is no longer an appellee in this matter. Likewise, the only facts pertinent to this appeal are those related to the trial court's May 1, 2014 order.

the property at a sheriff's sale. It later quitclaimed the property to Tradewinds on July 15, 2013. Plaintiffs continued to live on the property, initiating the instant action to quiet title in the circuit court after Tradewinds filed an action in the district court to evict plaintiffs from their residence. Tradewinds and Wells Fargo moved for summary disposition, and the trial court granted summary disposition in favor of both defendants on April 17, 2014.

On April 22, 2014, Tradewinds filed a motion for sanctions and costs under MCR 2.114(D) and MCL 600.2591 on the basis that plaintiffs' lawsuit was meritless and frivolous, arguing that plaintiffs misrepresented and concealed facts throughout the proceedings in order to delay eviction from their residence. In support of its claims, Tradewinds noted, inter alia, that plaintiffs were ordered to place \$1,000 into an escrow account each month, beginning January 1, 2014, for the fair market rental value of the property, and that plaintiffs had failed to comply with this order, although they ultimately tendered delayed payments. In addition to requesting attorney fees, Tradewinds "request[ed] fair market rent from its acquisition of the subject property on July 15, 2013 through the date that it is provided lawful possession," because plaintiffs continued to live in the home after Tradewinds acquired the property from Wells Fargo.

In their April 25, 2014 response, plaintiffs challenged the request for sanctions and costs, asserting that Tradewinds "has repeatedly misstated and mischaracterized the facts of this case" and that Tradewinds was not entitled to sanctions and costs because Tradewinds' misstatements and misrepresentations had caused the district court and the circuit court "to view the [p]laintiffs in a negative light." Plaintiffs also emphasized that they did not violate the trial court's order to make payments into the escrow account, noting that they received delayed notice of the order, that they subsequently filed a motion to set aside the order, and that they made payments in March 2014 and April 2014, so that the payments were current in April. However, plaintiffs did not address whether Tradewinds should receive the fair market rental value of the property.

Following a hearing, the trial court entered an order on May 1, 2014, denying "Tradewind[s'] [m]otion for [s]anctions/[c]osts . . . for the reasons stated on the record." However, the trial court also ordered that "Tradewind[s'] request for fair market rent from [p]laintiffs in the amount of \$1,000 per month from July 15, 2013, through April 15, 2014, which totals \$9,000, is granted for the reasons stated on the record," stating that "[Tradewinds] shall have a monetary judgment against [p]laintiffs in the amount of \$5,000, which reflects the balance owed for fair market rent after crediting the" amount to be released from the escrow account. Plaintiffs subsequently filed a motion for reconsideration of the trial court's order granting summary disposition in favor of both defendants and the trial court's order granting Tradewinds' request for the fair market rental value of the property, which the trial court denied.

On appeal, plaintiffs' claim of error is undeveloped and very unclear. However, the crux of plaintiffs' argument appears to be that the trial court improperly granted Tradewinds' request for the fair market rental value of the property (1) because the trial court based its ruling on Tradewinds' alleged "misstatements and misrepresentations" regarding plaintiffs' compliance with the escrow order, and (2) because plaintiffs did, in fact, comply with the escrow order, which only required them to tender \$1,000 per month beginning in January 2014.

“A trial court’s findings with regard to whether a claim or defense was frivolous, and whether sanctions may be imposed, will not be disturbed unless it is clearly erroneous.” *1300 LaFayette E Coop, Inc v Savoy*, 284 Mich App 522, 533; 773 NW2d 57 (2009); see also *Robert A Hansen Family Trust v FGH Indus, LLC*, 279 Mich App 468, 485; 760 NW2d 526 (2008). However, because the trial court expressly denied “[d]efendant Tradewind[s]’ motion for [s]anctions/[c]osts” in its written order, we find the trial court’s granting of Tradewinds’ request for the fair market rental value of the property akin to an award of damages. “As with other findings of fact, an award of damages is reviewed on appeal pursuant to the clearly erroneous standard.” *Triple E Produce Corp v Mastronardi Produce, Ltd*, 209 Mich App 165, 177; 530 NW2d 772 (1995).<sup>2</sup> “[A] finding is clearly erroneous when, on review of the whole record, this Court is left with the definite and firm conviction that a mistake has been made.” *Nat’l Wildlife Federation v Dep’t of Environmental Quality (No 1)*, 306 Mich App 336, 342; 856 NW2d 252 (2014).

This Court’s review of the issue is hampered by plaintiffs’ failure to provide a transcript of the hearing on Tradewinds’ motion for sanctions and costs. Under MCR 7.210(B)(1)(a), “[a]ppellants have a duty to file with the trial court the full transcript of testimony and other proceedings in the trial court except as otherwise provided,” *Band v Livonia Assoc*, 176 Mich App 95, 103-104; 439 NW2d 285 (1989), and “this Court will refuse to consider issues for which the appellant failed to produce the transcript,” *PT Today, Inc v Comm’r of Office of Fin & Ins Servs*, 270 Mich App 110, 151-152; 715 NW2d 398 (2006). Because the trial court granted Tradewinds’ request “for the reasons stated on the record,” and it is impossible for this Court to discern the basis of the trial court’s ruling from the written order, we will not consider this issue on appeal.

Furthermore, plaintiffs have failed to adequately explain their argument, provide citations to the record in support of their assertions, or identify any legal authority in support of their claim of error. Pursuant to MCR 7.212(C)(7), “[a]n argument must be supported by citation to an appropriate authority or policy,” and an appellant’s failure to adequately brief an issue constitutes abandonment of that issue. *Woods v SLB Prop Mgt, LLC*, 277 Mich App 622, 627; 750 NW2d 228 (2008). Likewise, an issue presented “as a mere conclusory statement without citation to the record, legal authority, or any meaningful argument” will fail. *Ewald v Ewald*, 292 Mich App 706, 726; 810 NW2d 396 (2011). “‘It is not enough for an appellant in his brief simply to . . . assert an error and then leave it up to this Court to . . . unravel and elaborate for him his arguments, and then search for authority either to sustain or reject his position.’” *Mettler Walloon, LLC v Melrose Twp*, 281 Mich App 184, 220; 761 NW2d 293 (2008), quoting *Mitcham v Detroit*, 355 Mich 182, 203; 94 NW2d 388 (1959). Thus, plaintiffs’ claim of error must fail.

---

<sup>2</sup> Plaintiffs state that Tradewinds “moved for [s]anctions pursuant to MCR 2.116(C)(8) and (C)(10)” and cite the standard of review relevant to a trial court’s decision on a motion for a summary disposition; however, as we previously noted, this Court dismissed plaintiffs’ claim of appeal arising from the trial court’s order granting summary disposition.

Affirmed. Tradewinds, being the prevailing party, may tax costs pursuant to MCR 7.219.

/s/ Kurtis T. Wilder

/s/ Douglas B. Shapiro

/s/ Amy Ronayne Krause